

MORRIS V. WOODCOCK, ET AL.

Merle and Rosanna Morris have brought a suit to quiet title to lands adjacent to the Sun River approximately eight miles north of Augusta, Montana. The suit is filed in State District court (Cause No. DV 06-018, Montana Ninth Judicial District Court, Teton County). A copy of the Consent Decree to be filed and a map of the disputed property are enclosed.

The Department has reviewed the factual allegations within the Complaint and has concluded that the State of Montana has no possible claim to the disputed lands, with the exception of several mid-channel sand bars which have stabilized into islands. The Department requests the Board's permission to execute the enclosed Consent Decree in order to help resolve the above-described quiet title action.

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Special Assistant Attorney General
Montana Department of Natural
Resources and Conservation
P.O. Box 201601
Helena, MT 59620-1601
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MONTANA NINTH JUDICIAL DISTRICT COURT, TETON COUNTY

* * * * *

MERLE D. MORRIS and ROSANNA G.)	
MORRIS, husband and wife,)	
)	Cause No. DV-06-018
Plaintiffs,)	
)	CONSENT DECREE
-vs-)	
)	
FERN WOODCOCK, GEORGE M.)	
MORRIS, ELLEN GORDER, KAY)	
NAMEN, MIKE MORRIS, INA M.)	
MORRIS, FRED E. MORRIS, JUDITH)	
MORRIS, PAULINE WARN, WILLIAM)	
BARNARD, WALTER H. WARDEN,)	
LIZZIE WARDEN, W.A. GOSS, VIOLET M.)	
GOSS, FRED J. MORRIS, RANDALL K.)	
MORRIS, JUDY Y. (MORRIS))	
ANDERSON, FRED J. MORRIS, SR.,)	
CLARK H. BATES, TETON COUNTY AND)	
LEWIS AND CLARK COUNTY,)	
POLITICAL SUBDIVISIONS OF THE)	
STATE OF MONTANA, PARTIES IN)	
POSSESSION OR CLAIMING TO BE IN)	
POSSESSION, PERSONS AND ENTITIES)	
UNKNOWN, CLAIMING OR WHO MIGHT)	
CLAIM ANY RIGHT, TITLE, ESTATE OR)	
INTEREST IN, OR LIEN OR)	
ENCUMBRANCE UPON THE REAL)	
PROPERTY DESCRIBED IN THE)	
COMPLAINT OR ANY PART THEREOF,)	
ADVERSE TO PLAINTIFF'S OWNERSHIP,)	
OR ANY CLOUD UPON PLAINTIFF'S)	
TITLE THERETO, WHETHER SUCH)	
CLAIM OR POSSIBLE CLAIM BE)	
PRESENT OR CONTINGENT,)	
INCLUDING ANY CLAIM OR POSSIBLE)	

CLAIM FOR DOWER, OR CURTESY,)
INCHOATE OR ACCRUED,)
)
Defendants.)
_____)

I. BACKGROUND

WHEREAS, the above-captioned matter was brought by the Plaintiffs, Merle D. and Rosanna G. Morris (hereinafter collectively referred to as the "Plaintiffs") to quiet title to riparian land owned by them adjoining the Sun River.

WHEREAS, the Montana Department of Natural Resources and Conservation (hereinafter referred to as "DNRC") has, on behalf of the State Board of Land Commissioners, claimed ownership to a number of mid-channel islands, which have arisen by the vertical accretion of sediment after statehood, and which are located between the low-water marks of the Sun River.

WHEREAS, the Plaintiffs and DNRC desire to resolve title issues to their respective tracts of real property without the further adjudication of any issue of fact or law.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. The State hereby: admits service of a copy of the Summons and Complaint in this action; consents to the subject matter and personal jurisdiction of the State Court for the Ninth Judicial District sitting in Teton County, Montana; and further consents to the entry of judgment in accordance with the terms and provisions provided herein, provided that the terms and provisions of this Consent Decree are accepted by the Court as the

basis for the entry of judgment herein at a hearing before a Judge of the State District Court.

III. PARTIES BOUND

2. This Agreement shall be binding upon the Plaintiffs and DNRC and their successors and assigns. Any change in ownership or corporate or other legal status of either party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. RESOLUTION OF TITLE

3. The State of Montana owns the active bed of the Sun River from low-water mark to low-water mark, as well as those islands depicted on the aerial photographs attached hereto as Exhibits "A" through "F", showing the islands and riverbed present within: Section 6 within Township 21 North, Range 6 West; Section 1 within Township 21 North, Range 7 West; and Sections 20, 28, 29, and 33 within Township 22 North, Range 7 West. The lands owned by the State are outlined by white lines in the Exhibits appended hereto and incorporated herein by reference.

4. Pursuant to Sections 70-18-203 and 77-1-102, MCA, the State of Montana owns the lands described in paragraph 3, above, within this Consent Decree, in trust for common public schools, because these lands either comprise the bed of the Sun River, or they are islands, that have vertically-accreted and stabilized, through the growth of vegetation, after November 8, 1889 from between and below the low-water marks of the

Sun River, a navigable waterway, and those islands are therefore owned by the State of Montana pursuant to: Section 70-18-203, MCA; Section 77-1-102, MCA; Edwards v. Severin, 241 Mont. 168, 785 P.2d 1022 (Mont., 1990); and Montana Dept. of State Lands v. Armstrong, 251 Mont. 235, 824 P.2d 255 (Mont., 1992).

5. With the exception of the lands described in paragraph three of this Consent Decree, the Plaintiffs, Merle D. and Rosanna G. Morris, own the entire remainder of the lands as described in the Summons issued in the above-captioned action.

V. COSTS, RELEASE, AND REPRESENTATIONS

6. The parties shall bear their own costs and attorney's fees in the resolution of this dispute and the pursuit of the above-captioned cause of action to judgment;

7. The Plaintiffs and the DNRC hereby release, acquit, and forever discharge each other, as well as their officers, agents, employees, and representatives finally and completely, from any and all actions, causes of actions and claims arising out of or in any way related to the above-captioned litigation.

8. The Plaintiffs and the DNRC individually warrant that their signatory executing this Settlement Agreement and Release has all necessary power to execute and deliver such a document; and that this Settlement Agreement and Release constitutes a valid, binding agreement, enforceable in accordance with its terms.

VI. INTEGRATION/APPENDICES

9. This Consent Decree and its appendix constitute the final, complete and exclusive agreement and understanding between the Plaintiffs and DNRC with respect to

the settlement embodied in this Consent Decree. The Plaintiffs and DNRC acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. [The following appendix is attached to and incorporated into this Agreement: Appendices "A" through "F" are diagrams showing the ownership of the State of Montana.]

VII. EFFECTIVE DATE

10. The effective date of this Consent Decree shall be the date upon which the Court enters this Consent Decree, except as otherwise provided herein.

VIII. RETENTION OF JURISDICTION

11. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

IX. MODIFICATION

12. Except as otherwise provided in this Section, no modifications shall be made to provisions of this Consent Decree without written notification to and written acceptance by the Plaintiffs and DNRC. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise, or modify this Consent Decree upon the motion of a Party.

X. VALIDITY

13. If for any reason the Court should decline to enter this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties except those parts of the Consent Decree that are specifically effective upon execution of the Consent Decree by the Parties.

IT IS SO AGREED:

MERLE D. AND ROSANNA G. MORRIS

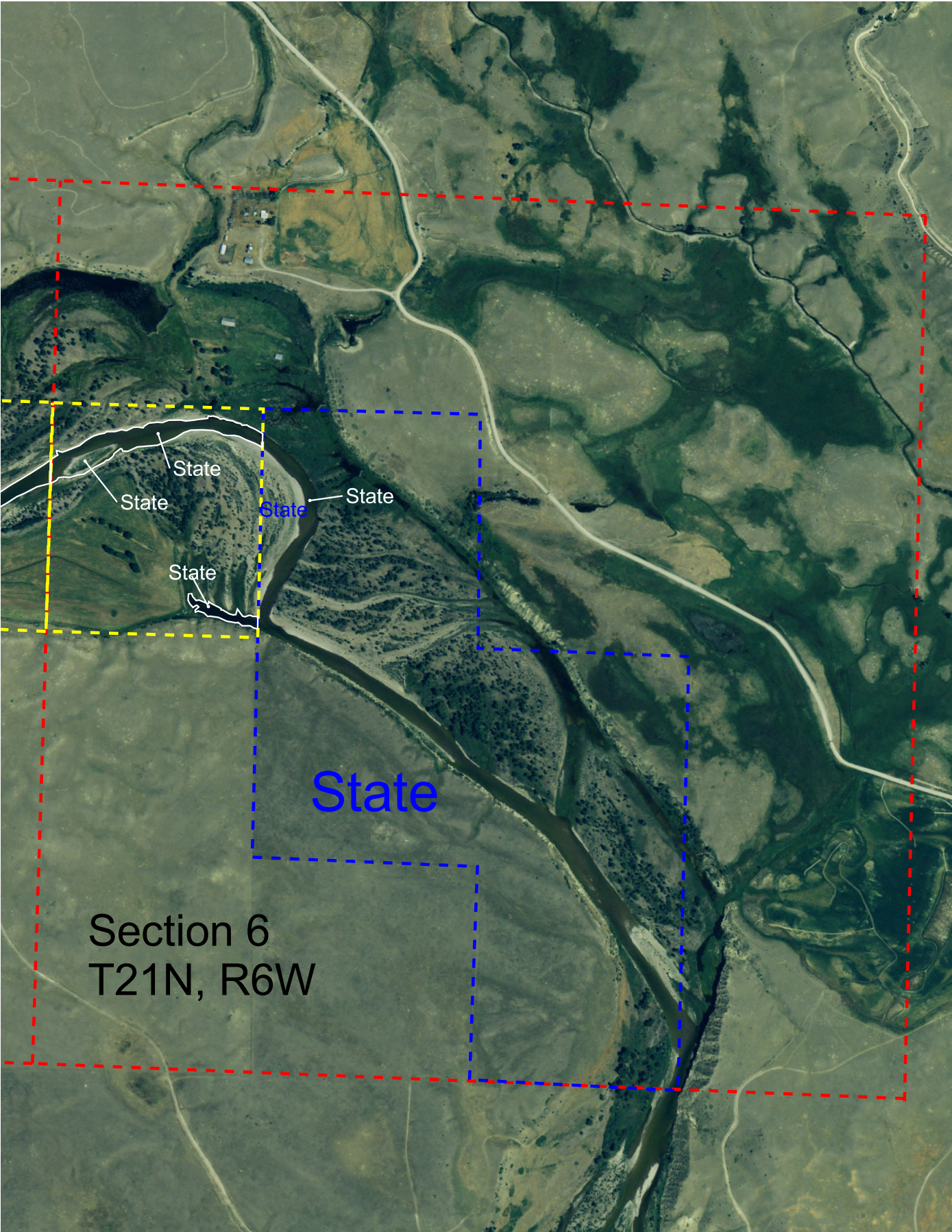
DATED: _____ By: _____
R.L. Stoney Burk
Attorney for Plaintiffs
Merle D. and Rosanna G. Morris

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

DATED: _____ By: _____
Tommy H. Butler
Special Assistant Attorney General
Attorney for Defendant, Montana DNRC

IT IS SO ORDERED:

DATED: _____
Marc G. Buyske
District Judge



State

State

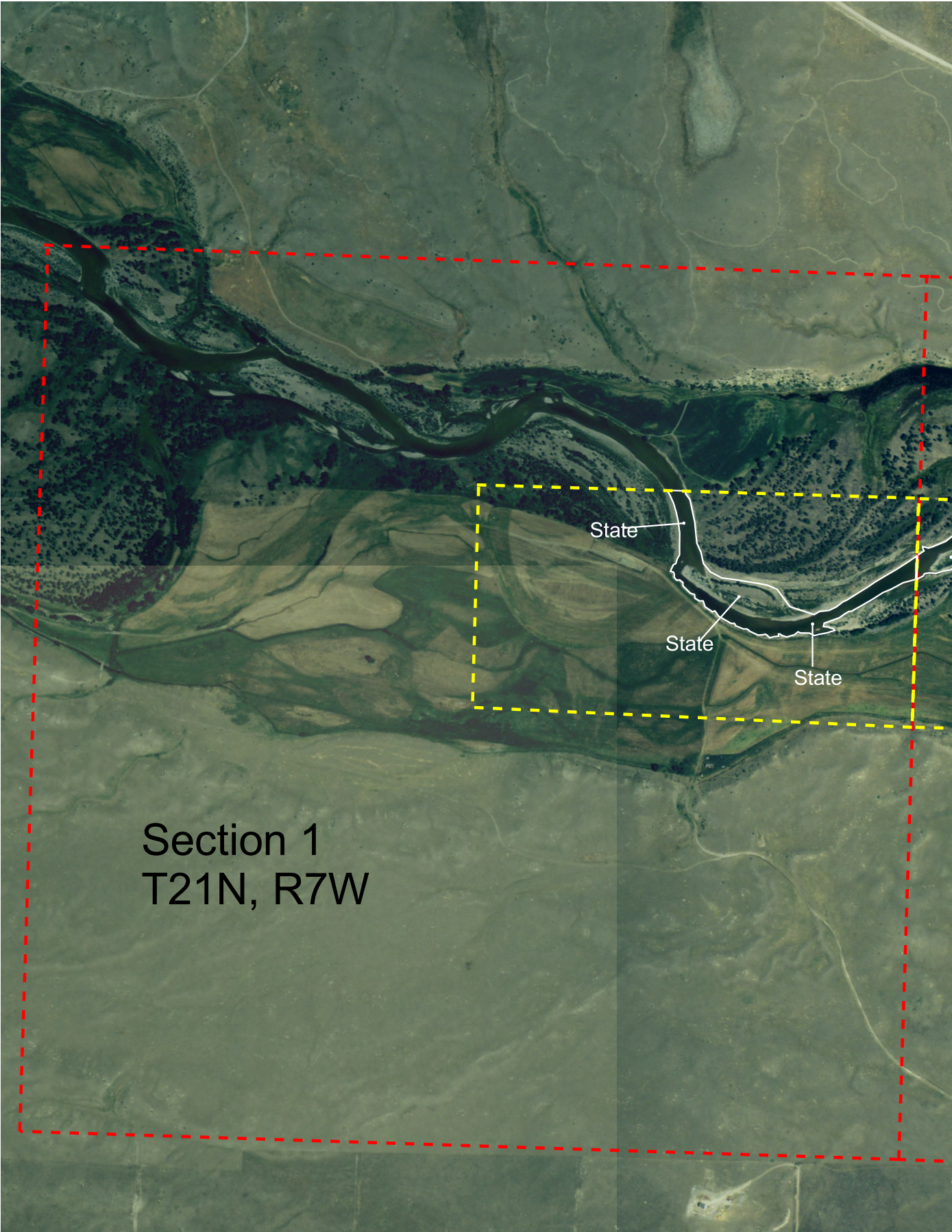
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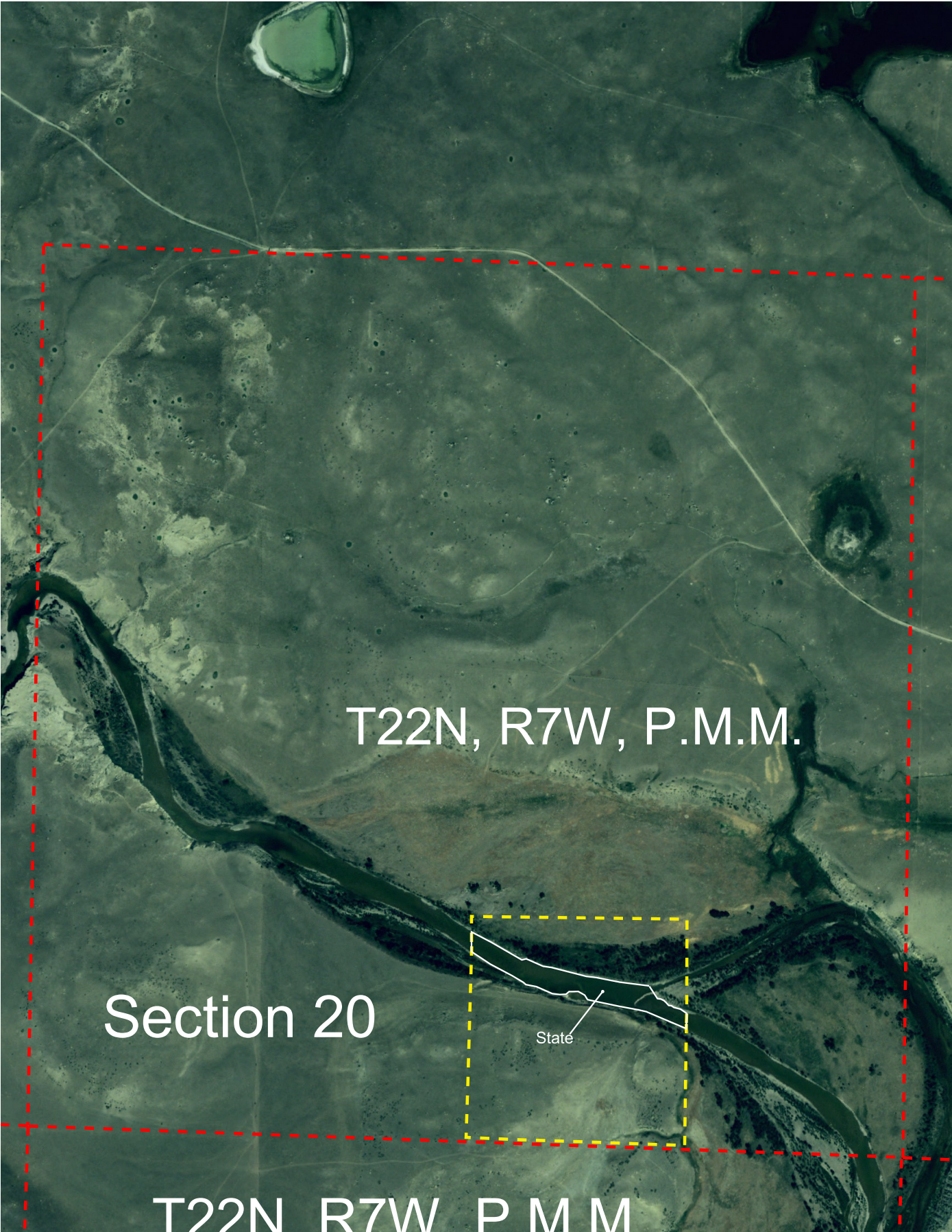
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Section 6
T21N, R6W



Section 1
T21N, R7W



T22N, R7W, P.M.M.

Section 20

State

T22N R7W P M M

Section 21

T22N, R7W, P.M.M.

Section 28

State

State

State

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Section 20

T22N, R7W, P.M.M.

Section 29

State

State

State

State



Section 28

Section 33

T22N, R7W, P.M.M.